# CompassCDS Control Driver Software
# End User License Agreement

**Important:** Please carefully read the End User License Agreement below before installing this CompassCDS Control Driver software product. The right to use the CompassCDS Control Driver software product which accompanies this Agreement (the "Driver Software") is provided only on the condition that you agree to abide by the terms of this Agreement. If you do not agree to abide by the terms of this Agreement, you may not install the Driver Software and you may return the package for a full refund. However, installing the Driver Software indicates your acceptance of this Agreement.

In return for payment of the one-time license fee for the Driver Software, you receive, from Scion Instruments, a license to use the Driver Software subject to the following terms and conditions:

1. The Driver Software may be installed and used without time limit on one standalone workstation, or if configured as a client server network, on the server and all CompassCDS network client computers.

2. The Driver Software license is considered to be a “site” license when installed with CompassCDS in client server configurations and as such, can be installed on the server and all CompassCDS client computers without the requirement for additional control driver license fees for each individual computer. A “site” is defined as a CompassCDS server or collection of servers and all connected CompassCDS client computers located at the same physical address. A “site” can include one or more laboratories or offices locations at the same physical address.

3. The Driver Software may not be duplicated or copied except for archive purposes, program error verification, or to replace defective media, and all copies made must bear the copyright notices contained in the original.

4. This license and the Driver Software may be transferred to a third party only with the prior written consent of Scion Instruments, provided the third party agrees to all terms of this Agreement and you do not retain any copies of the Driver Software.

5. Purchase of this license does not transfer any right, title or interest in the Driver Software to you except as specifically set forth in this Agreement. You are on notice that the Driver Software is protected under various domestic and international copyright laws and treaties.

6. Scion Instruments reserves the right to terminate this Agreement by notice to you upon breach of this Agreement by you. In the event of termination, you will either return all copies of the Driver Software to Scion Instruments or, with prior consent from Scion Instruments, provide Scion Instruments with a certificate of destruction of all copies.

7. In the event that you modify the Driver Software or include it in any other software program, upon termination of this Agreement, you will either remove the Driver Software or any portion thereof from the modified program and return it to Scion Instruments or provide Scion Instruments with a certificate of destruction therefor.

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# Limited Warranty

**Driver Software:** Scion Instruments warrants for a period of one (1) Year from the date of purchase that the Driver Software will execute its programming instructions when properly installed on a standalone workstation, network server or network client computer that conforms to the minimum required hardware specifications and approved operating systems. Scion Instruments does not warrant that the operation of the Driver Software will be uninterrupted or error free. In the event that the Driver Software fails to execute its programming instructions during the warranty period, your remedy shall be to return the media to Scion Instruments for replacement. Should Scion Instruments be unable to replace the media within a reasonable amount of time, your alternate remedy shall be a refund of the purchase price upon return of the Driver Software and all copies.

**Media:** Scion Instruments warrants the media upon which the driver Software is recorded to be free from defects in materials and workmanship under normal use for a period of one (1) Year from the day of purchase. In the event any media prove to be defective during the warranty period, your remedy shall be to return the media to Scion Instruments for replacement. Should Scion Instruments be unable to replace the media within a reasonable amount of time, your alternate remedy shall be a refund of the purchase price upon return of the Software and all copies.

**Notice of warranty claims:** You must notify Scion Instruments, in writing, of any warranty claim not later than the expiration of the warranty period.

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**Warranty Service:** Warranty service may be obtained from the nearest Scion Instruments sales office or other location indicated in the user manual.

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